



Purchase Order Standard

Terms 1 Definitions

1.1 In the Agreement unless the contrary intention appears:

Agreement means the agreement between Parratech and the Contractor comprised of any special conditions expressed to form part of the Agreement and labelled as 'Special Conditions', the Purchase Order, these Purchase Order - Standard Terms and all other documents annexed to this document or specifically incorporated by reference (which in the event of any inconsistency, are to be construed in that order);

Contractor means the person, firm or company named in the Purchase Order as the supplier of Goods and/or Services;

Contractor's Background IP means the Contractor or its Personnel's Intellectual Property Rights, which:

- (a) are in existence at the date of the Purchase Order; or
- (b) come into existence after the date of the Purchase Order otherwise than in connection with the Agreement;

Defective Goods and/or Services means Goods and/or Services which are not in accordance with the Agreement, or are not to the quality or workmanship expected of a Relevant Contractor;

Delivery Date means (where relevant) the date the Goods must be delivered, and the Services must be completed, by the Contractor as specified in the Purchase Order, or, if no such date is specified, the date following a reasonable period of time from the date of the Purchase Order, having regard to the nature of the Goods and/or Services and the Intended Purpose;

Employee Claim means any claim in respect of any death, injury or occupational disease of any Personnel of the Contractor which is caused or contributed to by the Contractor or arises out of or in connection with the Agreement;

Equipment means the equipment, mobile plant, tools, appliances and other property supplied by the Contractor for the purpose of supplying the Goods and/or performing the Services;

Excluded Loss means loss of revenue and profit (other than revenue or profit derived directly from payments for Goods and/or Services under the Agreement), loss or denial of opportunity, loss of access to markets, loss of goodwill, loss of business reputation, increased overhead costs and all other loss which is indirect, remote or unforeseeable loss;

Expiry Date means the date on which all of the Goods have been delivered and, if applicable, commissioned, and the Services have been provided;

Good Industry Practice means the practices, methods and acts engaged in or approved by a person which, in the conduct of its undertaking, exercises that degree of due diligence, prudence and foresight reasonably and ordinarily exercised by skilled and experienced persons, and in respect of the Contractor, performance as would ordinarily be expected of a Relevant Contractor;

Goods and/or Services means all goods to be supplied and/or services to be performed by the Contractor in accordance with the Agreement including:

- (a) all goods and/or services set out in any applicable Purchase

Order;

- (b) other services, functions, responsibilities and obligations that the Agreement provides that the Contractor has or will perform; and
- (c) all responsibilities and functions not specifically described in the Agreement but which are incidental to, or otherwise necessary for the Contractor to provide the Goods and/or Services under the Agreement;

GST means the Goods and Services Tax as defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

GST Law means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth), the regulations made under that Act, and any other applicable laws, as amended from time to time;

Insolvency and Insolvent has the meaning given to it in the *Corporations Act 2001* (Cth);

Intellectual Property Rights means all copyright and analogous rights, all rights in relation to inventions (including patent rights), plant varieties, registered and unregistered trademarks (including service marks), registered designs, confidential information (including trade secrets), know-how, circuit layouts and all other rights throughout the world resulting from intellectual activity in the industrial, scientific or artistic fields;

Intended Purpose means the intended purpose of the Goods and/or Services as stated in the Agreement or as could be reasonably inferred from the Agreement by a Relevant Contractor;

Modern Slavery has the meaning given in the *Modern Slavery Act 2018* (Cth);

Moral Rights has the meaning given in the *Copyright Act 1968* (Cth);

Order Total means the amount payable for the Goods and/or Services set out in the Purchase Order;

Parratech means Parratech Pty Ltd ACN 601 632 820 or its Related Body Corporate specified in the Purchase Order;

Parratech's Background IP means Parratech's Intellectual Property Rights which:

- (a) are in existence at the date of the Purchase Order; or
- (b) come into existence after the date of the Purchase Order otherwise than in connection with the Agreement,

which Parratech makes available, contributes, brings to, or uses in connection with the Agreement;

Parratech's Policies and Procedures means:

- (a) Parratech's (or a Related Body Corporate's) policies and procedures provided, or made available, by Parratech to the Contractor from time to time which are, or may become applicable to the Site or the Goods and/or Services, including the Supplier Code of Conduct and other applicable policies at the website <https://parratech.com.au/>; and
- (b) the policies and procedures (if any) set out or referred to in any schedule attached to the Agreement;

Parratech's Representative means the person appointed by Parratech to act on its behalf in relation to the Agreement as notified to the Contractor;

Party means the Contractor or Parratech and **Parties** means

both of them;

Personnel means:

- (a) in relation to Parratech, any of Parratech's or its Related Bodies Corporates' employees, contractors, agents, consultants or representatives; and
- (b) in relation to the Contractor, any of the Contractor's or Subcontractors' or either of their Related Bodies Corporates' employees, contractors, agents, consultants or representatives;

PPS Law means: the PPSA; any regulations made at any time under the PPSA; and any amendment to the PPSA or those regulations;

PPSA means the *Personal Property and Securities Act 2009* (Cth);

Project IP means all Intellectual Property Rights (present or future) created, discovered or coming into existence as a result of, for the purpose of, or in connection with, the provision of any Goods and/or Services or the Agreement;

Purchase Order means the document entitled 'Purchase Order' issued by Parratech to the Contractor for the supply of Goods and/or Services in accordance with the Agreement and includes any schedules or scope of work attached to the relevant Purchase Order;

Related Body Corporate means any related body corporate as defined in the *Corporations Act 2001* (Cth);

Relevant Contractor means a contractor that exercises the degree of skill, quality, care, diligence and prudence that would reasonably be expected of a competent, expert and experienced contractor undertaking work, tasks, services, functions, responsibilities and obligations required for the provision of goods and/or services of a similar nature to the Goods and/or Services contemplated under the Agreement;

Site means Parratech's site or as otherwise specified on the Purchase Order;

Site Manager means any person appointed by Parratech from time to time as the manager of the Site;

Standard Terms means these Purchase Order - Standard Terms;

Subcontractor means any person engaged by the Contractor to perform any portion of the Services or supply any part of the Goods, and includes their employees, agents, consultants and invitees;

Tax Invoice has the same meaning as in the GST Law;

Taxable Supply has the meaning given to it under the GST Law.

Term means the period from the date of the Purchase Order until the Expiry Date (unless extended by the agreement of the Parties);

Third Party Claim means any claim in respect of:

- (a) loss or destruction of, or injury or damage to, or loss of use of any real or personal property; and/or
- (b) any personal injury to or death of any person arising out of, or caused by, any act or omission, or the supply or non-supply of the Goods and/or Services, by the Contractor or its Personnel; and

Warranty Period means the period commencing on the first date of delivery of Goods or performance of Services under the Agreement, ending on the latest of:

- (a) 12 months;
- (b) the period specified on the Product's specifications or other related documents; or

(c) such other period stated in the Purchase Order,

but in no event less than 12 months, after the Expiry Date.

2 Nature of Agreement

2.1 The Contractor agrees to diligently commence the supply of the Goods and/or performance of the Services from the date of the Purchase Order to ensure it supplies the Goods to the Site and/or completes the Services:

- (a) by the Delivery Date; and
- (b) in accordance with the terms of the Agreement.

2.2 The Agreement does not confer upon the Contractor any exclusivity in respect of the supply of any Goods and/or Services at the Site or otherwise.

2.3 Except as prescribed by applicable laws, Parratech gives no warranty of accuracy, sufficiency or otherwise in relation to information provided to the Contractor and disclaims all responsibility for such information.

2.4 Any terms created or supplied by the Contractor, in respect of the Goods and/or Services, will be of no legal effect and will not constitute part of the Agreement.

2.5 This Agreement prevails over any terms provided by the Contractor, whether those terms were provided before or after entry into this Agreement.

2.6 Parratech and the Contractor are independent contracting parties and nothing in the Agreement will make either Party an agent or legal representative of the other for any purpose whatsoever.

2.7 Parratech is not responsible to the Contractor or any of its Personnel for any payments in respect of any employment related expenses including wages, annual leave, sick leave, long service leave, superannuation, workers' compensation, accidents, sickness, or life insurance.

3 Representations and warranties

3.1 The Contractor represents and warrants that:

- (a) the Goods and/or Services will:
 - (i) match the description and specification in the Agreement;
 - (ii) be supplied in accordance with Good Industry Practice;
 - (iii) fit for their Intended Purpose; and
 - (iv) comply with all applicable laws;
- (b) all Goods supplied will be:
 - (i) of acceptable quality;
 - (ii) manufactured strictly in accordance with any manufacturing drawings, Purchase Order, specification, or description supplied either:
 - A. to the Contractor by Parratech; or
 - B. to Parratech by the Contractor and which Parratech has notified the Contractor that it accepts;
 - (iii) free from any encumbrance, lien, mortgage, security or charge in favour of a third party or any other third-party interest, from the time of delivery to Parratech; and
 - (iv) (where applicable) accompanied by adequate manuals, descriptive literature, and operating instructions.

3.2 These warranties remain unaffected notwithstanding any information which Parratech provides to the Contractor.

3.3 The Contractor is deemed to have:

- (a) satisfied itself as to the nature and extent of the risks assumed

by it under the Agreement; and

- (b) gathered all information necessary to perform its obligations under the Agreement.

4 Site access and safety

- 4.1 Parratech grants to the Contractor a non-exclusive and non-assignable licence to access the Site during the Term to perform its obligations under the Agreement.
- 4.2 The Contractor must obtain all applicable permits, licences, exemptions, consents and approvals required for the Contractor to supply the Goods and/or perform the Services.
- 4.3 The Contractor must, and must ensure its Personnel:
 - (a) carry out the Services in a safe manner and use best endeavours to achieve zero classified injuries;
 - (b) not interfere with Parratech's activities or the activities of any other person at the Site;
 - (c) be aware of and comply with, and ensure that its Personnel are aware of and comply with, all:
 - (i) applicable Legislation;
 - (ii) Parratech's Policies and Procedures (to the extent they are applicable to the Agreement); and
 - (iii) directions given by Parratech's Representative and the Site Manager.
- 4.4 Without limiting the Contractor's other obligations under the Agreement, the Contractor must notify Parratech's Representative and the Site Manager as soon as practicable, but in any event pursuant to Parratech's Policies and Procedures, of any accident, injury, loss or damage which occurs at the Site.

5 Contractor's Personnel

- 5.1 The Contractor must employ or cause to be employed only personnel that are careful, skilled and experienced to the degree ordinarily expected of personnel engaged in the supply of goods and/or services similar to the Goods and/or Services acting in accordance with Good Industry Practice.
- 5.2 No Contractor's Personnel may commence work on Site unless they have attended, at the Contractor's expense, the induction courses required by Parratech (if any) to be attended by all persons engaged at the Site.

6 Equipment

- 6.1 The Contractor agrees to supply the Equipment at its own risk and expense and that all Equipment will be safe, in good working order, and properly maintained.
- 6.2 Parratech may reject any item of Equipment which it determines is unsafe or unsuitable for the purposes of the Agreement. If any Equipment is so rejected then it must be either repaired or replaced to the satisfaction of Parratech within a time period specified by Parratech in writing. The Contractor must provide all spare parts and consumable items for the Equipment.
- 6.3 The Contractor agrees that any tools or equipment supplied by Parratech may only be used for the purposes of fulfilling the Contractor's obligations under the Agreement, and the Contractor is liable to Parratech for any loss or damage to Parratech's tools or equipment by the Contractor's Personnel.

7 Inspection and reporting

- 7.1 The Contractor must keep Parratech's Representative fully informed of all aspects of the provision of the Goods and/or

Services.

- 7.2 Subject only to providing reasonable notice, at any time during the supply of the Goods and/or Services Parratech may inspect, examine, review and witness tests on the Goods and/or Services or their results at the Site, the Contractor's premises or at the premises of a Subcontractor.
- 7.3 If, as a result of any review, inspection, examination, or witnessing of testing, Parratech is not satisfied that the Goods and/or Services will comply in all respects with the Agreement, the Contractor is deemed to have breached the Agreement and Parratech may exercise its rights to terminate under clause 12.3.

8 Defective Goods and/or Services

- 8.1 If upon inspection or testing during the Term and until the end of the Warranty Period, Parratech identifies Defective Goods and/or Services, it may at its election:
 - (a) reject the Defective Goods and/or Services by notifying the Contractor that it is rejecting them;
 - (b) direct the Contractor to make good the Defective Goods and/or Defective Services; or
 - (c) make good the Defective Goods and/or Services itself; and
- the Contractor must:
- (d) refund to Parratech any payments made by Parratech in respect of any Defective Goods and/or Services that Parratech rejects;
 - (e) make good free of charge any Defective Goods and/or Services as per Parratech's request; or
 - (f) reimburse Parratech for any expenses Parratech incurs in making good any Defective Goods and/or Services itself.
- 8.2 The remedies provided in this clause do not exclude any other remedies provided by law.
- 8.3 If the Contractor identifies Defective Goods, Defective Services, or carries out a product or safety recall or equivalent process in respect of any Goods, it must promptly notify Parratech's Representative in writing.

9 Fees

- 9.1 In consideration for the supply of the Goods and/or Services, Parratech will pay the Contractor the Order Total.
- 9.2 The rates set out in the Agreement will be the sole consideration payable to the Contractor under the Agreement, and are deemed to include all risks, liabilities and obligations expressed or implied in the Agreement or incurred in the course of the supply of the Goods and/or Services.
- 9.3 The Contractor will pay all costs, taxes, expenses and liabilities incurred by the Contractor in the course of the supply of Goods and/or Services under the Agreement.

10 Invoicing and payment

- 10.1 The Contractor must submit a Tax Invoice to Parratech for the Goods and/or Services supplied.
- 10.2 The Tax Invoice must set out particulars of all Goods and/or Services supplied by the Contractor and the amount payable by Parratech under the Agreement in respect of those Goods and/or Services, and how the amount of the Tax Invoice was calculated.
- 10.3 Subject to clause 10.4, Parratech will pay all Tax Invoices submitted by the Contractor by the end of the month following the month in which the Tax Invoice was received (or such other period required by applicable laws).
- 10.4 Parratech is not obligated to pay any part of a Tax Invoice

which it disputes and until such time as the dispute is resolved, but must pay the undisputed portion by its due date.

11 Extension of time

11.1 The Contractor must immediately give Parratech written notice of all incidents, circumstances or events of any nature affecting or likely to affect the Contractor's ability to deliver the Goods and/or perform the Services by the Delivery Date.

11.2 Parratech may, in its absolute discretion at any time by written notice to the Contractor, unilaterally extend the Delivery Date. Parratech is not required to exercise its discretion under this clause for the benefit of the Contractor.

12 Default and termination

12.1 If at any time a Party becomes Insolvent, the other Party may terminate the Agreement with immediate effect by giving written notice.

12.2 Parratech may, at any time, terminate the Agreement in whole or in part without cause at its absolute discretion by giving the Contractor written notice.

12.3 Parratech may terminate the Agreement in whole or in part and with immediate effect, by notice to the Contractor, if the Contractor is in breach of any provision of the Agreement which is capable of remedy and fails to remedy that breach at its own expense and to the satisfaction of Parratech within 7 days after receipt of a notice from Parratech specifying the breach, or if the Contractor materially breaches the Contract and which breach cannot be remedied.

12.4 The Contractor may terminate the Agreement upon 30 days' written notice to Parratech if Parratech has not paid the undisputed portion of a Contractor's Tax Invoice for a period of 30 days or longer after the Tax Invoice became due under clause 10.3.

12.5 If Parratech terminates the Agreement under clause 12.2, Parratech will pay to the Contractor an amount equivalent to the reasonable costs and expenses incurred in the ordinary course of business in supplying the Goods and/or Services by the Contractor before the termination date but is otherwise not liable for any loss or damage in connection with the termination.

12.6 Within 14 days after termination or expiration, the Contractor must return to Parratech (or if requested, erase and/or destroy) all copies in any form of Parratech's Background IP and Project IP in the possession or control of the Contractor and/or its Personnel.

13 Suspension

13.1 Parratech has the right, at any time and for any reason, to suspend the Agreement or any part of the Agreement immediately. When the Contractor receives a notice of suspension from Parratech, it must suspend the performance of its obligations until such time as Parratech directs that the Agreement is no longer suspended.

13.2 Either Party may terminate the Agreement upon 30 days' written notice to the other Party if Parratech suspends the Agreement for a period of three consecutive months or longer.

14 Insurance

14.1 The Contractor must take out and maintain during the Term including any Warranty Period (at no cost to Parratech) all insurances policies required by applicable law and all insurance policies that a prudent person providing the Goods and/or Services that the Contractor is providing under the Agreement would take out and maintain, and to a minimum cover of at least that which would be expected by a prudent insured taking into account the nature of the Goods and/or Services and industry practise. Parratech may require specific insurance coverage or terms and if so, will notify the Contractor by written notice to that effect following which notice the Contractor must take out

take out and maintain that insurance on the required terms. The Contractor must provide evidence of the currency of insurance to Parratech at any time upon request.

14.2 The Contractor must ensure any Subcontractor engaged by the Contractor in relation to the Goods and/or Services effects and maintains the insurances specified in clause 14.1 and provides current and compliant certificates of insurance to the Contractor for its records.

15 Title and risk

15.1 Title in any Goods passes to Parratech on the earlier of when Parratech pays for the relevant Goods or when such Goods are delivered to the Site.

15.2 To the extent permitted by law, the Contractor enters onto the Site and supplies the Goods and/or Services under the Agreement at its own risk. Risk in any Goods remains with the Contractor until delivery to Parratech.

16 Liability and indemnities

16.1 The Contractor is liable for and holds harmless and indemnifies on demand Parratech, its Personnel, and its Related Bodies Corporate, from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, defects and costs and expenses of any nature, including legal fees and expenses, arising in any manner out of or in any way in connection with the acts or omissions of the Contractor or its Personnel under or in connection with the provision of the Goods and/or Services or the Agreement (including the infringement of any third party's Intellectual Property Rights), whether or not the acts or omissions are in tort (including negligence), breach of contract or otherwise regarding the Agreement, except to the extent that the loss is caused by the negligence, acts or omissions of Parratech, its Personnel, or its Related Body Corporate.

16.2 Notwithstanding anything in the Agreement to the contrary but subject to clause 16.3, neither Party will be liable to the other for any Excluded Loss.

16.3 The exclusion of liability in clause 16.2 does not apply in relation to liability of the Contractor:

- (a) in respect of the injury or death of any person;
- (b) in respect of any Third Party Claims;
- (c) in respect of any Employee Claims;
- (d) for any act or omission of fraud, criminal act, dishonesty, wilful misconduct or misrepresentation of the Contractor and/or any of its Personnel;
- (e) for breach of clause 17; or
- (f) which, by law, the Contractor cannot contract out of.

17 Intellectual property

17.1 The Contractor remains the owner of the Contractor's Background IP.

17.2 Parratech remains the owner of Parratech's Background IP.

17.3 The Contractor grants to Parratech a perpetual, irrevocable, non-exclusive, sub-licensable, and royalty free licence for Parratech and Parratech's Personnel to use, adapt, modify and copy the Contractor's Background IP to the extent necessary to:

- (a) complete the installation of, maintain, operate, make improvements to, repair and alter the Goods; and
- (b) exercise Parratech's rights with respect to the Project IP.

17.4 The Contractor acknowledges and agrees that all Project IP is vested in Parratech and is Parratech's property as and when created and the Contractor hereby assigns all rights, title and interest in and to the Project IP to Parratech.

17.5 The Contractor must not disclose, reproduce or otherwise deal

deal with the Project IP or Parratech's Background IP, or allow any other person to do the same, for any purpose other than to provide the Goods and/or Services.

17.6 To the extent that any person has Moral Rights in the Contractor's Background IP or the Project IP, the Contractor must obtain or procure all consents or waivers from the individual creator necessary to ensure that Parratech may do or authorise any acts or omissions consistent with this Agreement without infringing any Moral Rights.

17.7 The Contractor warrants that:

- (a) it owns the Intellectual Property Rights in the Contractor's Background IP and that the use of the Contractor's Background IP does not and will not infringe any rights of third parties (including, without limitation, any Intellectual Property Rights); and
- (b) the provision of the Goods and/or Services or the use of the Goods by or on behalf of Parratech does not and will not infringe the rights (including Intellectual Property Rights) of any third party.

18 GST

18.1 Terms used but not defined in this clause have the same meaning as in the GST Law.

18.2 If a Party makes a Taxable Supply to another Party under this Agreement, the recipient will pay to the supplier an amount equal to the GST payable on the Taxable Supply.

18.3 The recipient must pay the GST amount at the same time and in the same manner as the payment for the supply is made, subject to the supplier issuing a valid tax invoice.

18.4 The supplier must provide the recipient with a tax invoice for any Taxable Supply made under this Agreement, in accordance with the GST Law.

18.5 If an adjustment event occurs (such as a refund, reduction in price, or other change to the value of a supply) under the GST Law, the parties agree to make any necessary adjustments to the amounts payable under this Agreement, including any necessary refund or payment of GST.

18.6 Any adjustment must be made within 14 days of either party becoming aware of the adjustment event.

19 Assignment and subcontracting

19.1 The Contractor must not assign or subcontract any part or the whole of its obligations under the Agreement except with the prior written consent of Parratech (which must not be unreasonably withheld).

20 Modern Slavery

20.1 Parratech works to comply with the requirements of the *Modern Slavery Act 2018* (Cth) (**Modern Slavery Act**) and expects the same of its contractors.

20.2 The Contractor warrants that it has at all times, and will for the Term, comply with the Modern Slavery Act. The Contractor must take reasonable steps to reduce modern slavery risks within its operations and its supply chain.

21 Notices

21.1 Any notice, approval, consent or other communication in relation to the Agreement must be in writing and given to either Parratech's Representative or the Contractor (as applicable) and is taken to have been received:

- (a) upon actual receipt when hand delivered;
- (b) in the case of email, at the time in the place to which it is sent,

subject to the sender not having received a delivery failure notification; or

- (c) in the case of posting, three business days after posting to an address within Australia and on the fifth business day after the date of posting by airmail to an address outside of Australia.

22 Personal property and security

22.1 Unless the context otherwise requires, terms and phrases defined in the PPSA have the same meaning in this clause 22.

22.2 The Contractor must not assign all or any of its rights under the Agreement, or create or allow any security interest under the PPS Law to subsist over the Agreement, without the prior written approval of Parratech.

22.3 Parratech is not obliged to give the Contractor notice under the PPS Law (including notice of a verification statement) unless Parratech is required by the PPS Law to provide the notice.

22.4 Neither Parratech nor the Contractor will disclose information of the kind mentioned in section 275(1) of the PPSA except due to the operation of section 275(7).

22.5 Where there is a security interest (as defined in the PPSA) under the Agreement:

- (a) to the extent permitted, all provisions of the PPSA listed in sections 115(1) or 115(7) of the PPSA except sections 117, 134 (1) and 135 are excluded in full and will not apply to that security interest and any other provision of the PPSA notified to the grantor of the security interest by the secured party after the Execution Date; and
- (b) the Contractor waives its right to receive from Parratech any notice required under section 157 of the PPSA or the provisions of the PPSA referred to in section 144 of the PPSA.

22.6 This does not affect any rights a person has or would have other than by reason of the PPSA.

23 Other matters

23.1 Survival - Clauses 3, 8, 14, 16, 17, 21, and 22 of the Standard Terms survive the expiry or earlier termination of the Agreement.

23.2 Agreement terms - The terms of the Agreement may not be varied, unless agreed upon by both Parties and documented in writing.

23.3 Waiver - Waiver of any right arising from a breach of the Agreement must be in writing and executed by the Party granting the waiver. Failure by Party to exercise a right, remedy or power at any time will not be construed in any way to affect the enforceability of that right, remedy or power in any other instance, or the enforceability of the Agreement as a whole.

23.4 Governing law and jurisdiction - The Parties accept the laws of the State of New South Wales as the governing law of the Agreement submit to the exclusive jurisdiction of the Courts of the State of New South Wales.

23.5 Entire Agreement - The Agreement as amended or varied from time to time represents the entire agreement between the Parties and supersedes all prior arrangements whether written or oral in relation to the Goods and/or Services.

23.6 Severability - If any provision of the Agreement is or becomes voidable, invalid, illegal or unenforceable in any jurisdiction, that will not affect or impair the validity, legality or enforceability of the remainder of the Agreement in that jurisdiction and the Agreement shall be read and construed and take effect for all purposes as if that provision were not contained in the Agreement.